



INTERNATIONAL, INC.

This agreement, made and entered into, effective 12/17/71 by and between The Ivy Network Corporation hereinafter referred to as "STATION" and RTS/INTERNATIONAL, INC. dba RADIO TIME SALES, San Francisco, hereinafter referred to as "REPRESENTATIVE". This agreement applies to all (excepting New York) offices of REPRESENTATIVE, and such other offices as might be established.

In consideration of the provisions, conditions and covenants hereafter set forth, it is hereby agreed between STATION, its successors and assigns, and REPRESENTATIVE, its successors and assigns, as follows:

1- STATION agrees to accept, and REPRESENTATIVE agrees to perform, services as exclusive Advertising Sales Representative in the Market areas listed above. This contract to be in force for 1 year(s), from 12/1/71 through 11/30/72, and shall automatically renew itself thereafter in periods of 1 year(s), unless notice is given, in writing, by either party at least ninety(90) days but not more than one hundred twenty(120) days, prior to the end of any given period.

2-Station agrees to pay a commission of fifteen(15) percent of monies received by STATION from advertisers for broadcasts accepted and performed on contracts by REPRESENTATIVE, during the life of this agreement, for the duration of said contracts. Said commissions to be paid to REPRESENTATIVE within a period of Thirty(30) days from receipt of commissions by STATION. In the event that STATION does not remit commissions within a period of Thirty(30) days after payment, by Agency or Client, STATION hereby agrees to pay all costs of collections incurred, including reasonable Attorney fees.

3-STATION agrees to forward to the offices of REPRESENTATIVE, by mail, by the 21st day of each month during the existence of this agreement, and renewals thereof, a statement with commission as hereinafter provided by the National and Regional advertising received by the STATION during the preceding month.

4-STATION agrees to list REPRESENTATIVE in Standard Rate and Data as its REPRESENTATIVE and to cooperate fully with the REPRESENTATIVE in effecting the sale of its facilities. The STATION further agrees to keep REPRESENTATIVE supplied with all sales information necessary to perform fulfillment of its sales function.

In witness whereof, the parties hereto have, by their respective and duly authorized officers, executed this agreement as of the day and year set forth above.

NAME Sam Posner
RTS/INTERNATIONAL, INC. dba
Radio Time Sales/International

NAME S.L. Maier
S.L. Maier
CAPACITY President

FOR STATION Ivy Network Corp.

12/12/77

The Ivy Network Corporation

all (excepting New York)

12/12/77

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11/30/77

Mr. J. J. ...
President

The Ivy Network Corp.